

# EXHIBIT 26

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

BENZOR SHEM VIDAL,

Plaintiff,

v.

ADVANCED CARE STAFFING, LLC,

Defendant.

Civ. Action No.: 22-cv-5535 (NM)(MMH)

**SUPPLEMENTAL DECLARATION OF BENZOR SHEM VIDAL**

I, Benzor Shem Vidal, declare pursuant to 28 U.S.C. §1746 that the following is true and correct based on my personal knowledge:

1. I previously submitted a declaration in connection with this matter and submit this declaration to provide additional information.
2. On January 4, 2022, I was living in London. I had resigned my position there after learning that my paperwork to travel to the United States had been approved. Advanced Care Staffing emailed me and asked me to sign a new employment agreement.

3. At the time, I did not think that I had the option to not sign the new agreement.

Nothing in the documents that Advanced Care Staffing sent suggested that I could not sign. I also thought that if I did not sign the new agreement, I would have to pay Advanced Care Staffing the \$20,000 in damages that was in my original contract.

4. I believed that, if I did not sign the new agreement, Advanced Care Staffing would not reimburse me for the expenses I had already incurred preparing to come to the United States. For example, at the time Advanced Care Staffing sent me the new agreement, I had already paid for

my licensing fees and was expecting to be reimbursed. I had also paid a fee to expedite my paperwork. If I had walked away at that moment, most of my life savings would have been gone for nothing. And ACS's letter said that it could recover damages from me that could be more than the \$20,000 amount listed in the old contract.

5. Along with the new employment agreement, Advanced Care Staffing told me about a "release" to the promissory note that was part of the first agreement I signed. I did not understand what I was being released from or how it would impact my employment, and I did not understand whether the "release" affected my commitment under the old contract.

6. I was scared about asking too many questions about the revised contract because I was worried it would impact my employment. I didn't think that not signing the new contract was an option and I did not feel as though I could change anything in the agreement.

7. Around the time that Advanced Care Staffing sent the revised contract, I spoke with Joel Rosario from Advanced Care Staffing who told me that I should sign the revised contract and send it back to Advanced Care Staffing quickly. That is what I did.

8. Once I began working at my placement facility, I quickly realized my job was not what Advanced Care Staffing had led me to believe. It was exhausting and my working conditions were unsafe for not only myself but for my patients.

9. I spoke with supervisors at my placement facility and with people at the Advanced Care Staffing office about the challenges I was having, and although they encouraged me and told me I could handle the stress, nothing changed. In fact, Advanced Care Staffing told me that my placement facility thought I should work overtime, which created even more stress.

10. When I decided I could not take working there anymore, I resigned. I explained in my resignation letter that the job was unreasonably stressful and unsafe because of the limited staffing at the facility.

11. Advanced Care Staffing never responded to the safety concerns I mentioned in my resignation letter.

12. I was so desperate that I resigned before I even had another position lined up, but eventually found a new position about a month after my resignation.

13. I also asked for six months to pay whatever fees I owed because I had no way of paying anything when I resigned due to the fact I was not making much money, especially considering the cost of living in New York. I had also already spent most of my life savings getting to the United States.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brooklyn, New York on February 15, 2023.

DocuSigned by:  
  
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Benzor Shem Vidal